

AMENDMENT TO INTERIM AGREEMENT

This Amendment to Interim Agreement is effective as of this 17th day of November, 2014 (the “**Effective Date**”), by and between Vix Technology (USA) Inc. (“**Vix**”), on the one hand, and Snohomish County Public Transportation Benefit Area, Kitsap County Public Transportation Benefit Area, Central Puget Sound Regional Transit Authority, Washington State Department of Transportation, Ferries Division, Pierce County Public Transportation Benefit Area Corporation, City of Everett, and King County, (collectively, the “**Agencies**”) on the other hand. Vix, each of the Agencies and the Agencies together are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

I. RECITALS

1. The Parties have between them a binding contract for the design, building, maintenance, and operation of a regional fare card system (“**RFC System**”) to facilitate payment for transit services on the public transportation services operated by each of the Agencies (the “**ORCA Contract**”).

2. After participating in a mediation process with mediator Stew Cogan in the spring and summer of 2014, Vix and the Agencies signed a series of settlement agreements and releases designed to supplement and modify the ORCA Contract. One such agreement is entitled Settlement Agreement and Mutual Release – Security (the “**Security Agreement**”). Attached to the Security Agreement as Exhibit 3, is an Interim Agreement signed by the Parties (the “**Interim Agreement**”).

3. The Parties agree that due in part to the protracted mediation process in which they engaged in good faith, some of the dates in the Interim Agreement are impracticable and should be changed.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. Amendments

- a. Work related to MR 27 & 27.1 has been delayed due to 1) development and testing issues and 2) physical hardware installation activities requiring that all new BOCs are operational before MR27.1 can be promoted to production. Currently MR27 has been deployed but the new BOCs associated with the release have not all been physically installed and put into operation. Vix has worked with the Agencies to create a physical install plan. The first Agency cutover to occur will be on October 29, 2014 at ST. Once the cutover is successful all other Agencies will schedule a similar cutover before November 21, 2014. Once all BOCs have been cutover, MR27.1 will be released into production on November 21, 2014. Once MR27.1 has been released to production CST installation can begin. Because the Parties do not want Vix to upgrade CSTs during busy times of

the month and the holiday season, Vix expects it will take until January 16, 2015 to complete all CST installations. The Parties accordingly agree that the deadline for Vix to complete the work in the P1 work plan which includes software upgrades in MR27 &MR27.1, as well as the physical replacement of BOCs and CSTs, shall be extended from October 31, 2014 to January 16, 2015.

- b. The Parties agree that the deadline for Vix to complete work related to upgrading memory for the OFS and procure new SANs as described in the Interim Agreement will be extended from October 31, 2014 to December 31, 2014.
- c. The Parties agree that the deadline for Vix to complete work related to completing RFI-665 Oracle Reporting Enhancements – move reporting to run against the DR Offline Server (OFS) as described in the Interim Agreement will be extended from October 31, 2014 to January 31, 2015.
- d. The Parties agree that the deadline for Vix to complete reports optimization work as described in the Interim Agreement, currently set at December 31, 2014, will be reset such that Vix will complete such work within six months of submission of an Agency New Work request to Vix. At present the Parties understand and agree that they will be unable to determine the exact scope and cost of reports optimization work as described in the Interim Agreement until after certain other work described above, and in particular that in Section 1(c).

2. Public Document.

This Agreement is a public document.

3. No Other Revisions.

Except as specifically provided herein, neither the Interim Agreement nor any other agreement and/or obligation between the Parties shall be altered in any way.

4. Representations and Warranties.

a. Organization, Authorization

Vix, on the one hand, and the Agencies on the other hand, represent and warrant to each other that: (i) each Party has full and complete power, capacity, and authority to enter into this Agreement and to consummate all transactions and perform all obligations contemplated by this Agreement, (ii) the execution of this Agreement has been duly authorized by all necessary corporate or official action, if any, on the part of each Party, and (iii) this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

b. Company Consent and Approval

Vix and the Agencies represent and warrant that (i) all necessary third-parties have consented to and approved this agreement, or (ii) such consent and approval are not required for the execution of this Agreement or the performance by Vix and/or the Agencies of their obligations herein and therein.

5. Counterparts.

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Interim Agreement, effective as of the Effective Date listed above.

READ AND AGREED TO:

By:

Douglas W. Thomas
Vix Technology (USA) Inc.

Name:

DOUGLAS W. THOMAS

Title:

GENERAL MANAGER

Dated:

11/5/14

And By:

Kevin Desmond
Kevin Desmond, King County
(King County Metro Transit)

Dated:

11/6/14

Emmett Heath
Emmett Heath, Snohomish County Public
Transportation Benefit Area Corporation
(Community Transit)

Dated: _____

Tom Hingson
Tom Hingson, City of Everett
(Everett Transit)

Dated: _____

John Clauson
John Clauson, Kitsap County Public
Transportation Benefit Area Authority
(Kitsap Transit)

Dated: _____

James Walton
James Walton, Pierce County Public
Transportation Benefit Area Corporation
(Pierce Transit)

Dated: _____

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And By:

[Signature]
Kevin Desmond, King County
(King County Metro Transit)

Dated:

11/6/14

[Signature]
Emmett Heath, Snohomish County Public
Transportation Benefit Area Corporation
(Community Transit)

Dated:

11/10/2014

Tom Hingson, City of Everett
(Everett Transit)

Dated: _____

John Clauson, Kitsap County Public
Transportation Benefit Area Authority
(Kitsap Transit)

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11/6/14

Emmett Heath, Snohomish County Public
Transportation Benefit Area Corporation
(Community Transit)

Dated: _____

[Signature]
Tom Hingson, City of Everett
(Everett Transit)

Dated: 11-7-14

John Clauson, Kitsap County Public
Transportation Benefit Area Authority
(Kitsap Transit)

Dated: _____

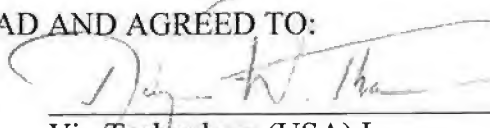
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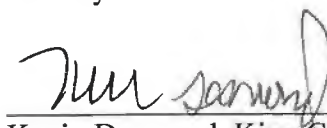
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11/5/14

And By:


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Dated:

11/6/14

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Dated: _____

Tom Hingson, City of Everett
(Everett Transit)

Dated: _____


John Clauson, Kitsap County Public
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(Kitsap Transit)

Dated:

11/7/2014

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11/5/14

And By:

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(King County Metro Transit)

Dated:

11/6/14

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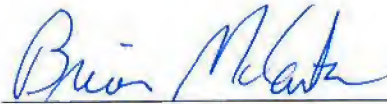
John Clauson, Kitsap County Public
Transportation Benefit Area Authority
(Kitsap Transit)

Dated: _____

[Signature]
James Walton, Pierce County Public
Transportation Benefit Area Corporation
(Pierce Transit)

Dated:

NOV. 7, 2014



Brian McCartan, Central Puget Sound
Regional Transit Authority
(Sound Transit)

Dated: 11/17/14



Lynne Griffith, WSDOT Ferries Division
(Washington State Ferries)

Dated: 11-12-2014